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Instr: 201002040004202  
P: 1 of 2 F: \$28.00 02/04/2010  
Rick Campbell 2:04PM LEAS  
Stark County Recorder T20100003648

**NON DEVELOPMENT OIL AND GAS LEASE**

Climo #2D & #3D -

THIS LEASE, made this 25 day of JANUARY, 2009, by Stephen and between Steven M. Kresovich  
3241 Crownpoint Street NW  
Massillon, Ohio 44646

Please circle marital status: Single Married, Divorced Widowed (If married, spouse must sign lease)

hereinafter called Lessor, and, **EVERFLOW EASTERN PARTNERS, LP.**, P.O. Box 629, Canfield, Ohio 44406, hereinafter called Lessee, do agree:

1. Lessor, for consideration, grants Lessee all the oil and gas in the lands described below, with the exclusive right to operate for, produce and market the same from a well or wells on other lands; the right to unitize Lessor's lands, or any portion, with other lands into a drilling unit of no more than one hundred sixty acres. This Lease is for 5 years(s), and as long thereafter as operations are being conducted on any such unit or oil or gas can be produced in paying quantities in Lessee's judgment from any such unit. This lease covers all of Lessor's land in and adjoining Section/Lot 20 of the City of Perry, Stark, County, Ohio, containing 0.45 acres, more or less, and bounded substantially, now or formerly, as follows:

Or further described as: Parcel #: 4309575  
Property Address: 3241 Crownpoint Street, Massillon

2. Lessee agrees to pay Lessor the sum of \$1,000.00 for all royalties payable within 10 business days. Lessor understands that this consideration is payment in full for and in lieu of all oil and gas royalties and revenue associated with the land herein described. It being the intent of Lessee to receive all oil and gas royalties which may accrue.

3. No well shall be drilled on Lessor's property, nor shall Lessee enter upon or install any surface installation of any nature whatsoever on the leased property, the within Lease being granted solely for the purpose of permitting the Lessee to unitize the leased property with other properties, which other properties shall bear all the burden of development. Lessor understands and gives consent that, due to slant (directional) drilling, originating from surface entry on a parcel not owned by Lessor, the wellbore may pass through or terminate below the surface of Lessor's property.

4. This lease shall be binding on all heirs, successors, and assigns of Lessor and Lessee. No change of ownership shall be binding on Lessee until Lessee has received adequate evidence of transfer. If the leased land is hereinafter owned in separate tracts, the premises, nevertheless, shall be treated as an entirety and all payments due shall be paid proportionally to each separate owner, and if Lessor owns less than the entire fee, Lessor shall be paid only his proportional share of any payment due. Lessee may at any time surrender this Lease in whole or in part.

5. Lessor hereby warrants and agrees to defend title to the land herein described and agrees that Lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the said lands and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself for any payments due hereunder.

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LESSOR:

*Stephen M. Kresovich*  
Stephen M. Kresovich  
*Stephen*  
*Ro*

STATE OF OHIO

COUNTY OF Stark SS:

The foregoing instrument was acknowledged before me this 25 day of January

2009 10 20 by Stephen M. Kresovich

(Insert Lessors name on the line above)

My commission expires 10/14/2012

*[Signature]*  
Notary Public



RANDY OSBURN  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Expires 10/16/2012

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This instrument prepared by Everflow Eastern Partners, LP, P.O. Box 629, Canfield OH 44406

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